

PURCHASING OFFICE 2901 HERMITAGE ROAD P.O. BOX 27491 RICHMOND, VA 23261-7491

SEALED INVITATION FOR BIDS

BID NUMBER SB-306-11
TITLE ABC LED LOGO SIGNS
ISSUE DATE <u>01/10/2011</u> PAGE <u>1</u> OF <u>33</u>
PURCHASE OFFICER:
PHONE (804) 213-4427 FAX (804) 213-4429

Sealed Bids Will Be Received Until February 8, 2011 @ 11:00 A.M., (Eastern Daylight Time (EDT), For Furnishing The Goods and Services Described Herein.

Initial period of contract: The initial term or period of the contract shall be for a one-year (12 months) period with the effective date to be determined at time of award (renewable).

Bids will be opened on the date and hour shown above. Late Bids will not be accepted.

BIDS SENT BY U.S. MAIL ARE TO BE MAILED TO THE ADDRESS SHOWN ABOVE. BIDS HAND DELIVERED OR SENT BY MEANS OTHER THAN U.S. MAIL (I.E. FEDERAL EXPRESS) ARE TO BE ADDRESSED TO: Department of Alcoholic Beverage Control, 2901 Hermitage Road, Central Office, Second Floor, Room 2059, Richmond, Virginia 23220. It is the responsibility of the BIDDERS (not the Agency) to ensure Bids are delivered to the specified location by the date and time above. To distinguish Bids from other mail, each envelope or package should be marked according to documents enclosed, as follows: "BID DOCUMENT". It is the intent of the Purchasing Office to assist in recognition of these important documents. Faxed bids will not be accepted.

Bids must be submitted on this and the attached form(s), and must be signed in ink.

All Inquiries For Information Should Be Directed To <u>Jacqueline Brunson</u>, <u>Contract Officer Phone</u> (804) 213-4427 <u>Fax</u> (804) 213-4429. <u>E-Mail: Jacqueline.Brunson@abc.virginia.gov</u> No questions will be answered by phone or verbally. All questions must be received on or before January 25, 2011 no later than 10:00 A.M.

This solicitation is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions and any revisions thereto, which are hereby incorporated into this bid in their entirety. Special terms and conditions attached shall also be part of your bid.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VIII, Pricing Schedule.

(See Special Terms & Conditions)
Date:
Ву:
(Signature In Ink)
Name:
(Please Print)
Title:
Telephone Number: ()
•

Pre-Bid Conference/Site Visit: A mandatory pre-bid conference & site visit will be held on, <u>January 20, 2011 @ 10:00 AM</u>, at the Department of Alcoholic Beverage Control, 2901 Hermitage Road, Richmond, VA. Reference Section III.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, $\ni \S 2.2-4343.1$ or against a bidder or Bidders because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Note: All bidders shall be eVA registered and DMBE-certified prior to the date and time for receipt of bids in response to this Scaled Invitation for Bid.

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Attachments:

- A Bidder Data Sheet
- $B \ Subcontractor-Approval \ Request$
- C Normal and Emergency Telephone Numbers
- D Virginia ABC Sign Order Form
- E Letter Dimensions of VA ABC Logo
- F Color Sample of VA ABC Logo
- G 7 Piece Illuminated Individual Letter LED Logo Sign Drawing

I. PURPOSE:

The purpose of this Sealed Invitation for Bid is to solicit bids to establish a term contract with one or more vendors for the fabrication and installation of LED Logo Signs for the Department of Alcoholic Beverage Control (ABC) throughout the Commonwealth of Virginia.

II. SCOPE OF WORK: (This section describes the services to be performed and/or goods to be provided by the Contractor.)

The Contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to furnish and install LED Storefront Signs. All equipment, materials and installation work shall comply with the specification, the Virginia OSHA Standards, International Building Code (IBC), as applicable, the Virginia Uniform Statewide Building Codes, local building and zone ordinance and sign criteria where the store is located.

General specifications for all LED Signs Line Items A through D:

- 1. Sign faces shall be 3/16" thick White Translucent Acrylic.
- 2. Paint on sign faces shall be "Grip-Flex" by Akzo Coatings Inc. or equal Pantone matching system shall be used to assure color consistency. Colors are as follows:

A. Red = PMS No 485
B. Blue = PMS No. 286
C. White = Translucent White

Colored areas shown (Attachment F in elevation as horizontal line hatch pattern shall be solid color as specified. Provide to ABC a color sample sprayed on specified substrate once contract has been awarded for ABC approval.

- 3. Sign returns and backs shall be fabricated from .063 aluminum. Acrylic enamel white paint shall be factory applied to all surfaces of sign both inside and out as per standard logo specifications, however occasionally sign criteria may call for another color in which case acrylic enamel paint shall still be used.
- 4. Sign faces shall be secured to sign with "Jewelite" trim caps using galvanized screws with exposed surfaces painted to match sign returns and backs. Trim caps to be colored to match returns.
- 5. Provide power supplies, splice connectors, supply wire and LED lights and any other supplies and materials necessary including, but not limited to photocell as required. Provide weatherproof cutoff switch. Wiring shall exit sign through back. LED lighting shall be equivalent to 13mm four stroke neon.
- 6. Sign shall bear U.L. label.
- 7. Provide 3/16" x 2" x full height aluminum flat bar welded vertically to inside back of sign 6" to 12" from each end. Provide two ½" dia. Holes 3" to 6" from edge of logo through each flat bar and sign back.
- 8. Provide 1/4" = 1 scale shop drawing showing proposed access panel and transformer locations for owner's approval prior to fabrication.
- 9. The Contractor must provide color rendering overlay showing logo on proposed location for approval prior to applying for the permit.

- 10. ABC standard sign sizes are as follows: (1) VA-36" & ABC-24" (2) VA-30" & ABC-20" and (3) VA-24" & ABC-16", however sign sizes could vary due to local ordinances. In this incident prices may decrease or increase depending upon the changes in the sizes of the sign.
- 11. ABC will provide 120 volt 20 amp circuit power supply lines terminated in junction box at sign mounting location.
- 12. The Contractor shall provide up to 10 ft power leads from sign to connect power to circuit. The circuit box will be marked for the sign.
- 13. Contractor shall verify proper operation of sign and all components after installation and before leaving the premises.
- 14. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of work. The Contractor will be compensated for the actual cost of permits.
- 15. The Contractor shall at its own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 16. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein, at the price stated in the Pricing Schedule. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
- 17. The Contractor shall be responsible for obtaining permits, fabricating and installing sign within a six (6) week lead time from the date sign is requested on VA ABC Sign Order Form, see Attachment D.
- 18. ABC will be responsible for providing the following information:
 - a. Virginia ABC Sign Order Form
 - b. Color storefront digital photograph (s) showing the building elevation where sign will be placed.
 - c. Linear footage of the storefront (width) of ABC space.
 - d. Height of sign band.
 - e. Total square footage of the building.
 - f. Blueprint or site plan of the building.
 - g. Sign criteria for shopping center, as applicable.
 - h. Any unique sign fabrication.
 - i. Lessor contact information.
 - j. Communication of documents may be sent electronically or faxed. Installation dates may be sent electronically to Contractor by ABC Designated Personnel.
- 19. The Contractor shall make every reasonable effort to provide installation of the LED Logo Sign on the date requested by ABC. If there is a delay in installation, ABC's representative shall be contacted immediately.
- A. <u>Line Item (A) EXTERIOR ABC LOGOTYPE SIGN-TRANSLUCENT ACRYLIC, SELF-CONTAINED LED</u>

These signs will be the same color, size, materials, etc. as the general specifications and may or may not be mounted on a raceway.

B. LINE ITEM (B) - 7 - PIECE ILLUMINATED INDIVIDUAL LETTER LED LOGO SIGNS

These signs will be the same color, size, materials, etc. as the general specifications, with the exception of being 7 individual pieces. See Attachment G. These signs may or may not be mounted on a raceway.

C. LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN

Sign to Read: LIQUORS & WINES

- 1. The color of the letter faces, returns and trim caps will vary depending upon the sign criteria specified by the Lessor. Predominantly the colors used are Red PMS No. 485 or White.
- 2. These signs will vary in three different sizes: letters to be (1) 24"or (2) 20" or (3) 16" tall as specified with a raceway or without.

D. <u>LINE ITEM (D) – EXTERIOR ABC INDIVIDUAL LETTER LED SIGN</u>

Sign to Read: ABC

- 1. The color of the letter faces, returns and trim caps will vary depending upon the sign criteria specified by the Lessor. Predominantly the colors used are Red PMS No. 485 or White.
- 2. These signs will vary in three different sizes: letters to be (1) 36" or (2) 30" or (3) 24" tall as specified, with a raceway or without.

E. <u>LINE ITEM (E) – INTERIOR ABC LOGO</u>

Sign to Read: VA A B C

- 1. The color of the letters will vary depending upon the sign criteria specified. Predominantly the colors used are as specified in #2 below.
- 2. These signs shall be manufactured of 12mm Neo-Ruby pumped neon and 12mm Sparkling Blue neon pumped argon, shaped as per logo double tube with double backs & pass thru to raceway & transformer, attached with black tube supports to 27.5" x 56.5" x ¼" clear acrylic formed back with 4" returns & rounded corners, with attached (bolted & glued) 32" x 4" x 4" x 4" x 14" open acrylic raceway with 2" x 8" x ½" installed brackets. Back has flat black vinyl contour cut neon logo shape applied under tube supports. Powered by Ventex VT 12030D120 30 milliamp transformer with drawstring, mounted inside of raceway. Underside of neon tube to be painted with block out black. Bolt heads to be painted flat black.
- F. <u>LINE ITEM (F) Removal and Disposal of Neon Signs on an as needed basis. Sign must be disposed of according to EPA standards.</u>
- III. PRE-BID CONFERENCE: An mandatory pre-bid conference will be held on January 20, 2011 at 10:00 A.M. at Virginia Department of A.B.C., Central Office located at 2901 Hermitage Road, Richmond, VA 23220. The purpose of this conference is to allow potential bidders an opportunity to present questions and

obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:15 a.m. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Bidders are requested to contact Jacqueline Brunson, Monday through Friday between 7:30 a.m. and 4:00 p.m. (EDT) at (804) 213-4427 to notify ABC of their intent to attend the conference.

IV. <u>METHOD OF PAYMENT</u>: Payment will be made according to the Virginia Prompt Pay Act which is thirty (30) days after receipt of a proper invoice or thirty (30) days after acceptance of pay items, whichever is later. Invoices shall be submitted to the following address:

Attn: Accounts Payable
Department of Alcoholic Beverage Control
P. O. Box 27491
Richmond, VA 23261

V. <u>BIDDER'S INSTRUCTION</u>:

1. <u>BID SUBMISSION - INSTRUCTIONS:</u>

The following documents <u>must be received at the ABC Central Office</u>, Room 2059, no later than the closing date and time stated below:

- Entire bid package (all pages) including Signature Sheet (page 1) signed in ink and the completed Bid Pricing Schedule (page(s) 19 through 27).
- Completed Bidder Data Sheet Attachment A
- Completed Subcontractor Approval Request, if applicable Attachment B
- Completed Normal and Emergency Telephone Numbers Attachment C

This solicitation will close on *February 8, 2011 at 11:00 a.m.* Bids will be opened on *February 8, 2011 at 11:00 a.m.*

VI. GENERAL TERMS AND CONDITIONS:

- A. <u>VENDORS MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. <u>ANTI-DISCRIMINATION</u>: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians

With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1, and 2, below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. <u>DEBARMENT STATUS</u>: By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBS:

- 1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. <u>CLARIFICATION OF TERMS</u>: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. <u>QUALIFICATIONS OF (BIDDERS/BIDDERS)</u>: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/bidder) to perform the services/furnish the goods and the (bidder/bidder) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **<u>DEFAULT</u>**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. <u>INSURANCE</u>: By signing and submitting a bid or proposal under this solicitation, the bidder or bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that

all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 4. Automobile Liability \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. <u>DRUG-FREE WORKPLACE</u>: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. <u>eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION</u>: The eVA Internet electronic procurement solution, website portal <u>www.eVA.virginia.gov</u>, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or bidders must register in eVA; failure to register will result in the bid being rejected.
 - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are <u>not</u> DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. <u>AVAILABILITY OF FUNDS:</u> It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. SET-ASIDES. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- X. <u>BID PRICE CURRENCY</u>: Unless stated otherwise in the solicitation, bidders/bidders shall state bid/offer prices in US dollars.
- Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1

or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS & CONDITIONS:

- 1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Dept of ABC will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- 3. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- 4. **AUDIT:** The contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 5. AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S): The Commonwealth reserves the right to make multiple awards as a result of this solicitation. An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- 6. <u>BID ACCEPTANCE PERIOD</u>: Any bid in response to this solicitation shall be valid for (45) days. At the end of the (45) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- 7. **BID RESULTS:** A copy of the award results will be mailed to any Bidder submitting a self-addressed, stamped envelope for this purpose with the bid/bid.
- 8. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 9. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT**: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name:	License #	
Туре		
Subcontractor Name:	License #	
Туре		

- 10. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- 11. **DISCOUNT**: A discount offered for prompt payment of twenty (20) calendar days or longer will be considered in determining the net low bid. The Contractor offers a prompt payment discount of % ____days. Payment terms with no discount shall be regarded as requiring payment 30 days after receipt of proper invoice or delivery of goods/services, whichever is later.
- 12. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**: The initial solicitation/contract will result in one (1) purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 13. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight, transportation and installation charges; extra charges will not be allowed.
- 14. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- 15. <u>IDENTIFICATION OF BID ENVELOPE</u>: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

"BID DOCUMENT"

From: Name of Bidder	February 8, 2011 Due Date	11:00 A.M. Time
Street or Box Number		IFB No.
City, State, Zip Code		LED LOGO SIGNS IFB Title
Name of Contract/Contractor Officer	or BuyerJ	acqueline Brunson

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

16. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

17. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

18. **PROTECTION OF PERSONS AND PROPERTY:**

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.
- 19. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive one-year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the previous year's contract increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to

be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

21. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

22. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., if applicable on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements, if applicable. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with

the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

- 23. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of five (5) years following date of installation. Should any defect be noted by the Owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- 24. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- VIII. PRICING SCHEDULE: (To be completed by the bidder) Indicate an all inclusive lump sum price (all costs shall be included except actual permit cost) for each sign in the space below to include administrative (Procurement) fees, drawings, electrical charges (connection, services, etc.), surveys and final inspection. The Contractor shall be responsible for obtaining the necessary permits. The actual cost of the permits shall be submitted with each invoice as a separate line item, along with a receipt for the purchase of the permit.
 - 1. Indicate below the proposed price for Area (1): Shall consist of the following Counties/Cities: Rockingham, Harrisonburg, Augusta, Staunton, Waynesboro, Highland, Bath, Rockbridge, Lexington, Buena Vista, Winchester, Charlottesville, Frederick, Clarke, Warren, Shenandoah, Rappahannock, Page, Culpeper, Orange, Greene, Madison, Nelson, Albemarle, Fluvanna.

Indicate Counties/Cities cannot service:		
Line Item (A): <u>Line Item (A) – EXTERIOR ABC L</u> <u>CONTAINED LED</u>	OGOTYPE SIGN-TRANSLUCENT ACR	CYLIC, SELF-
36" (VA) & 24" (ABC) with raceway \$	each or without raceway \$	each
30" (VA) & 20" (ABC) with raceway \$	each or without raceway \$	each
24" (VA) & 16" (ABC) with raceway \$	each or without raceway \$	each
Line Item (B): <u>LINE ITEM (B) - 7 – PIECE ILLUI</u> <u>LOGO SIGNS</u>	MINATED INDIVIDUAL LETTER LED	
36" (VA) & 24" (ABC) with raceway \$	each or without raceway \$	each
30" (VA) & 20" (ABC) with raceway \$	each or without raceway \$	each
24" (VA) & 16" (ABC) with raceway \$	each or without raceway \$	each

Line Item (C): LINE ITEM (C) $-E$ 2	TERIOR LIQUORS & WIN	ES INDIVIDUAL L	ETTER LED SIGN
24" with raceway \$	each or without raceway \$	each	1
20" with raceway \$	each or without raceway \$	eac	h
16" with raceway \$e	ach or without raceway \$	eacl	l
Line Item (D): <u>LINE ITEM (D) – EX</u>	XTERIOR ABC INDIVIDUA	L LETTER LED SI	<u>GN</u>
36" with raceway \$	_each or without raceway \$	each	
30" with raceway \$	each or without raceway \$	each	
24" with raceway \$	each or without raceway \$	each	ı
Line Item (E): <u>LINE ITEM (E) – IN I</u>	TERIOR ABC LOGO	\$	each
LINE ITEM (F): REMOVAL AND I	DISPOSAL FEE	\$	each
GRAND TOTAL FOR AREA (1)		\$	
2. Area (2): Shall consist of the Martinsville, Amherst, Bote Covington, Salem.			
Indicate Counties/Cities cannot servi	ce:		
Line Item (A): <u>Line Item (A) – EXTI</u> CONTAINED LED	ERIOR ABC LOGOTYPE SI	GN-TRANSLUCEN	IT ACRYLIC, SELF-
36" (VA) & 24" (ABC) with raceway	y \$each or	without raceway \$_	each
30" (VA) & 20" (ABC) with raceway	y \$each or	without raceway \$	each
24" (VA) & 16" (ABC) with raceway	y \$each or v	vithout raceway \$	each
Line Item (B): <u>LINE ITEM (B) - 7 -</u> <u>LOGO SIGNS</u>	- PIECE ILLUMINATED IN	DIVIDUAL LETTE	<u>R LED</u>
36" (VA) & 24" (ABC) with raceway	y \$each or	without raceway \$_	each
30" (VA) & 20" (ABC) with raceway	y \$each or	without raceway \$	each
24" (VA) & 16" (ABC) with racewa	y \$each or v	vithout raceway \$	each

Line Item (C): <u>LINE ITEM (C</u>) – EXTERIOR LIQUORS & WI	NES INDIVIDUAL LE	TER LED SIGN
24" with raceway \$	each or without raceway \$_	each	
20" with raceway \$	each or without raceway \$	each	
16" with raceway \$	each or without raceway \$	each	
Line Item (D): LINE ITEM (D) – EXTERIOR ABC INDIVIDU	JAL LETTER LED SIGI	<u>1</u>
36" with raceway \$	each or without raceway \$	each	
30" with raceway \$	each or without raceway \$	each	
24" with raceway \$	each or without raceway \$_	each	
Line Item (E): LINE ITEM (E)	– INTERIOR ABC LOGO	\$	each
LINE ITEM (F): REMOVAL A	AND DISPOSAL FEE	\$	each
GRAND TOTAL FOR AREA	A (2)	\$	
	of the following Counties/Cities ssex, King and Queen, Midd		
Indicate Counties/Citie	es cannot service:	100 A	
Line Item (A): <u>Line Item (A) – CONTAINED LED</u>	EXTERIOR ABC LOGOTYPE	SIGN-TRANSLUCENT	ACRYLIC, SELF-
36" (VA) & 24" (ABC) with ra	aceway \$each o	or without raceway \$	each
30" (VA) & 20" (ABC) with ra	aceway \$each o	or without raceway \$	each
24" (VA) & 16" (ABC) with ra	aceway \$each or	r without raceway \$	each
Line Item (B): LINE ITEM (B) LOGO SIGNS) - 7 – PIECE ILLUMINATED I	NDIVIDUAL LETTER	<u>LED</u>
36" (VA) & 24" (ABC) with ra	aceway \$each c	or without raceway \$	each
30" (VA) & 20" (ABC) with ra	aceway \$ each c	or without raceway \$	each
24" (VA) & 16" (ABC) with ra	aceway \$each o	r without raceway \$	each

Line Item (C): LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN

24" with raceway \$	each or without racew	/ay \$ea	ch
20" with raceway \$	each or without racew	/ay \$ea	ich
16" with raceway \$	each or without racewa	ay \$ea	ch
Line Item (D): <u>LINE ITEM</u>	(D) – EXTERIOR ABC INDI	IVIDUAL LETTER LED S	<u>SIGN</u>
36" with raceway \$	each or without race	way \$eac	h
30" with raceway \$	each or without race	way \$eac	h
24" with raceway \$	each or without racev	vay \$ea	ch
Line Item (E): <u>LINE ITEM</u>	(E) – INTERIOR ABC LOGO	\$	each
LINE ITEM (F): REMOVA	L AND DISPOSAL FEE	\$	each
GRAND TOTAL FOR AF	REA (3)	\$	
Beach, Chesapeake Surry, Hampton, Ne	nsist of the following Counties, Portsmouth, Norfolk, Suffolkewport News, Poquoson.	k, Franklin, Isle of Wrigh	
	not service:		
Line Item (A): <u>Line Item (A</u> <u>CONTAINED LED</u>) – EXTERIOR ABC LOGOT	YPE SIGN-TRANSLUCE	ENT ACRYLIC, SELF-
36" (VA) & 24" (ABC) with	n raceway \$e	each or without raceway \$	eacl
30" (VA) & 20" (ABC) with	n raceway \$e	each or without raceway \$	each
24" (VA) & 16" (ABC) with	n raceway \$e	ach or without raceway \$_	each
Line Item (B): <u>LINE ITEM</u> <u>LOGO SIGNS</u>	(B) - 7 – PIECE ILLUMINAT	ΓΕΟ INDIVIDUAL LETT	ER LED
36" (VA) & 24" (ABC) with	h raceway \$e	each or without raceway \$	each
30" (VA) & 20" (ABC) with	h raceway \$	each or without raceway \$	each
24" (VA) & 16" (ABC) with	h raceway \$e	each or without raceway \$_	each

Line Item (C): <u>LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN</u>

24" with raceway \$	each or with	out raceway \$	eacl	L	
20" with raceway \$	each or with	out raceway \$	eac	h	
16" with raceway \$	each or witho	ut raceway \$	eacl	l	
Line Item (D): <u>LINE ITEM</u>	(D) – EXTERIOR A	BC INDIVIDUAL	LETTER LED SI	<u>GN</u>	
36" with raceway \$	each or with	nout raceway \$	each		
30" with raceway \$	each or with	nout raceway \$	each		
24" with raceway \$	each or with	out raceway \$	eacl	1	
Line Item (E): <u>LINE ITEM (</u>	E) – INTERIOR AB	<u>C LOGO</u>	\$	each	
LINE ITEM (F): REMOVAI	. AND DISPOSAL	FEE	\$	each	
GRAND TOTAL FOR AR	EA (4)		\$		
5. Area (5): Shall consist of City, Chesterfield, Color Goochland, Prince Georg Indicate Counties/Ci	nial Heights, Petersboge, Louisa, Hanover,	urg, Dinwiddie, Ho King William.	ppewell, Caroline,	Powhatan and	ond
Line Item (A): <u>Line Item (A)</u>					EIF.
CONTAINED LED	- EXTERIOR ABC	LOGOT ITE SIO	IN-TICANOLUCEI	VI ACKILIC, B	11111 -
36" (VA) & 24" (ABC) with	raceway \$	each or w	ithout raceway \$_	Anthropology of the control of the c	_ each
30" (VA) & 20" (ABC) with	raceway \$	each or w	ithout raceway \$	 	_each
24" (VA) & 16" (ABC) with	raceway \$	each or wi	thout raceway \$		each
Line Item (B): <u>LINE ITEM</u> LOGO SIGNS	(B) - 7 – PIECE ILL	UMINATED IND	IVIDUAL LETTE	<u>R LED</u>	
36" (VA) & 24" (ABC) with	raceway \$	each or w	ithout raceway \$_		_ each
30" (VA) & 20" (ABC) with	raceway \$	each or w	ithout raceway \$_		_each
24" (VA) & 16" (ABC) with	raceway \$	each or wi	thout raceway \$		each

Line Item (C): <u>LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN</u>

24" with raceway \$	each or without race	way \$	each	
20" with raceway \$	each or without race	way \$	each	
16" with raceway \$	each or without racev	vay \$	each	
Line Item (D): <u>LINE ITEM</u>	(D) – EXTERIOR ABC INI	DIVIDUAL LETTE	ER LED SIGN	
36" with raceway \$	each or without rac	eway \$	each	
30" with raceway \$	each or without rac	eway \$	each	
24" with raceway \$	each or without race	eway \$	each	
Line Item (E): <u>LINE ITEM</u> ((E) – INTERIOR ABC LOG	<u>O</u> \$		each
LINE ITEM (F): REMOVA	L AND DISPOSAL FEE	\$_		each
GRAND TOTAL FOR AR	EA (5)	\$_		
* *	sist of the following Countie 'illiam, Fairfax, Stafford, Fre			
Indicate Counties/C	ities cannot service:			
Line Item (A): <u>Line Item (A</u> CONTAINED LED) – EXTERIOR ABC LOGO	TYPE SIGN-TRA	NSLUCENT A	CRYLIC, SELF-
36" (VA) & 24" (ABC) with	ı raceway \$	_each or without ra	aceway \$	each
30" (VA) & 20" (ABC) with	ı raceway \$	_ each or without ra	ceway \$	each
24" (VA) & 16" (ABC) with	ı raceway \$	_each or without rac	ceway \$	each
Line Item (B): <u>LINE ITEM</u> LOGO SIGNS	(B) - 7 – PIECE ILLUMINA	ATED INDIVIDUA	L LETTER LE	<u>:D</u>
36" (VA) & 24" (ABC) with	ı raceway \$	_each or without ra	aceway \$	each
30" (VA) & 20" (ABC) with	ı raceway \$	_each or without ra	iceway \$	each
24" (VA) & 16" (ABC) with	ı raceway \$	_each or without rac	ceway \$	each

Line Item (C): LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN

24" with raceway \$	each or without racew	/ay \$	_ each	
20" with raceway \$	each or without racew	/ay \$	each	
16" with raceway \$	each or without racew	ay \$	each	
Line Item (D): <u>LINE ITEM</u>	(D) – EXTERIOR ABC IND	IVIDUAL LETTER L	ED SIGN	
36" with raceway \$	each or without race	way \$	_each	
30" with raceway \$	each or without race	way \$	_each	
24" with raceway \$	each or without racev	way \$	each	
Line Item (E): <u>LINE ITEM (</u>	(E) – INTERIOR ABC LOGO	<u> </u>	each	
LINE ITEM (F): REMOVA	L AND DISPOSAL FEE	\$	each	ı
GRAND TOTAL FOR AR	EA (6)	\$		
Appomattox, Prince	ist of the following Counties/ Edward, Nottoway, Campbel le, Emporia, South Boston, Ha	ll, Charlotte, Lunenbur		
Indicate Counties/C	ities cannot service:		- 	
Line Item (A): <u>Line Item (A</u> CONTAINED LED) – EXTERIOR ABC LOGOT	ΓΥΡΕ SIGN-TRANSL	UCENT ACRYLI	C, SELF-
36" (VA) & 24" (ABC) with	ı raceway \$	each or without racev	vay \$	each
30" (VA) & 20" (ABC) with	n raceway \$	each or without racew	ay \$	each
24" (VA) & 16" (ABC) with	ı raceway \$e	each or without racewa	ay \$	each
Line Item (B): <u>LINE ITEM</u> LOGO SIGNS	(B) - 7 – PIECE ILLUMINA	TED INDIVIDUAL L	ETTER LED	
36" (VA) & 24" (ABC) with	n raceway \$	each or without racev	vay \$	each
30" (VA) & 20" (ABC) with	n raceway \$	each or without racew	/ay \$	each
24" (VA) & 16" (ABC) with	h raceway \$e	each or without racew	ay\$	each

Line Item (C): <u>LINE ITEM (C) – EXTERIOR LIQUORS & WINES INDIVIDUAL LETTER LED SIGN</u>

24" with raceway \$	each or without racewa	y \$e	ach
20" with raceway \$	each or without racewa	y \$€	each
16" with raceway \$	each or without raceway	y \$e	ach
Line Item (D): LINE ITEM	(D) – EXTERIOR ABC INDIV	/IDUAL LETTER LED	SIGN
36" with raceway \$	each or without racew	vay \$ea	ach
30" with raceway \$	each or without racew	vay \$ea	ach
24" with raceway \$	each or without racew	ay \$e	ach
Line Item (E): <u>LINE ITEM (</u>	E) – INTERIOR ABC LOGO	\$	each
LINE ITEM (F): REMOVA	L AND DISPOSAL FEE	\$	each
GRAND TOTAL FOR AR	EA (7)	\$	
8. Area (8): Shall cons Norton, Giles, Bland Dickenson, Wise, So	ist of the following Counties/Cd, Wythe, Carroll, Grayson, Smoott, Lee.	Cities: Bristol, Abingdon nyth, Tazewell, Washing	, Galax, Wytheville, gton, Russell, Buchanan,
Indicate Counties/C	ities cannot service:		
Line Item (A): <u>Line Item (A</u> <u>CONTAINED LED</u>) – EXTERIOR ABC LOGOT	YPE SIGN-TRANSLUC	CENT ACRYLIC, SELF-
36" (VA) & 24" (ABC) with	n raceway \$e	ach or without raceway	\$ each
30" (VA) & 20" (ABC) with	n raceway \$e	ach or without raceway	\$each
24" (VA) & 16" (ABC) with	n raceway \$ea	ach or without raceway	\$each
Line Item (B): <u>LINE ITEM</u> <u>LOGO SIGNS</u>	(B) - 7 – PIECE ILLUMINAT	ED INDIVIDUAL LET	TER LED
36" (VA) & 24" (ABC) with	h raceway \$e	each or without raceway	, \$ eacl
30" (VA) & 20" (ABC) wit	h raceway \$e	each or without raceway	\$each
24" (VA) & 16" (ABC) wif	h raceway \$ e	ach or without raceway	\$ each

Line Item (C): <u>LINE ITEM (C)</u>	– EXTERIOR LIQUORS & WINES	INDIVIDUAL I	LETTER LED SIGN
24" with raceway \$	each or without raceway \$	eac	h
20" with raceway \$	each or without raceway \$	eac	ch
16" with raceway \$	each or without raceway \$	eac	h
Line Item (D): LINE ITEM (D) – EXTERIOR ABC INDIVIDUAL	LETTER LED S	<u>IGN</u>
36" with raceway \$	each or without raceway \$	eacl	1
30" with raceway \$	each or without raceway \$	eacl	1
24" with raceway \$	each or without raceway \$	eac	h
Line Item (E): <u>LINE ITEM (E)</u>	– INTERIOR ABC LOGO	\$	each
LINE ITEM (F): REMOVAL A	AND DISPOSAL FEE	\$	each
GRAND TOTAL FOR AREA	\ (8)	\$	

ATTACHMENT A BIDDER DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

Ι.

	Vendor's	Primary Contact:	
	Nan	ŋe:	Phone:
	Years in I	Business: Indicate the	ength of time you have been in business providing this type of good or service:
		Years	Months
	Vendor Ir	formation:	
	eVA	Vendor ID or DUN	Number:
i.	company	elow a listing of at list is servicing, has servicing, the poor of the po	st four (4) current or recent accounts, either commercial or governmental, that you d, or has provided similar goods. Include the length of service and the name, address to of contact.
	A.	Company:	Contact:
		Phone:()	Fax: ()
		Project:	
		Dates of Service: _	S Value:
		Email Address:	
	B.	Company	Contact:
		Phone:()	Fax: ()
		Project:	
		Dates of Service:	\$ Value:
		Email Address:	
	C.	Company:	Contact:
		Phone:()	Fax:()
		Project:	
		Dates of Service: _	\$ Value:
	D.	Company:	Contact:
		Phone:()	Fax:()
		Project:	
			\$ Value:
		Email Address:	
certify	the accurae	y of this information.	
ioned			Title: Date:

ATTACHMENT B

VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including materials) shall be subcontracted to another firm or individual without prior written consent of Virginia Department of Alcoholic Beverage Control (herein referred to as VABC). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VABC with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract. No subcontractor will be allowed to start work until VABC has received a copy of the subcontractor's Certificate of Insurance with the appropriate liability coverage. Certificate of Insurance should be sent to Virginia Department of Alcoholic Beverage Control at 2901 Hermitage Rd, Richmond, VA 23220.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

FIRM OR INDIVIDUAL'S

NAME & ADDRESS

CONTACT PERSON AND PHONE

TYPE OF WORK TO BE
PREFORMED

TYPE OF MATERIAL PROPOSED SUBCONTRACTOR WILL PROVIDE

QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR		CTOR
Please indicate which above proposed subcontractors are certifie Company Name:	ed (with DMBE) as S	Small, Women Owned or Minority Businesses.
Certification Number:		***************************************
FOR VABCUSE ONLY: The proposed subcontractor(s) listed above is/are approved and a requirements herein.	accepted under the to	erms and conditions of the contract
		•
Signature of Authorized VARC Representative	 Date	Telephone Number

ATTACHMENT C

NORMAL AND EMERGENCY TELEPHONE NUMBERS

Contact Person's Name	
Cellular Telephone Number	***************************************
Beeper Number	
Pager Number	
Normal Work Hours – Telephone Number	
After Work Hours – Telephone Number	

ATTACHMENT D

VIRGINIA ABC SIGN ORDER FORM

COMPANY'S NAME COMPANY'S ADDRESS	ORDER DATE:ABC REQUESTER:	······		
CITY, STATE, ZIP CODE PURCHASE ORDER PERMIT PRICE: \$ ATTACHED C	REQUESTED DELIVERY DATE: ABC STORE NUMBER:OPY			
NOTE: HIGHLIGHT COUNTIES/CITIES				
ALL PRICES INCLUDE PERMITS, ADMINISTR CHARGES (CONNECTION, SERVICES, ETC.) OF THE PERMITS SHALL BE SUBMITTED WI WITH A RECEIPT FOR THE PURCHASE OF T	, SURVEYS AND FINAL INSPECTION TH EACH INVOICE AS A SEPARAT	N. THE ACTU	AL COST	
Indicate below the proposed price for Area (*HERE ALL COUNTIES/CITIES WILL BE LISTE		Counties/Citie	es:	
Line Item (A): EXTERIOR ABC LOGOTYPE S	IGN-TRANSLUCENT ACRYLIC, SE	LF-CONTAINE		
36" (VA) & 24" (ABC) WITH RACEWAY WITHOUT RACEWAY		\$0.00 \$0.00	QTY	Total \$0.00 \$0.00
30" (VA) & 20" (ABC) WITH RACEWAY WITHOUT RACEWAY		\$0.00 \$0.00		\$0.00 \$0.00
24" (VA) & 16" (ABC) WITH RACEWAY WITHOUT RACEWAY		\$0.00 \$0.00		\$0.00 \$0.00
Line Item (B): 7 - PIECE ILLUMINATED INDIV 36" (VA) & 24" (ABC) WITH RACEWAY WITHOUT RACEWAY	IDUAL LETTER LED LOGO SIGNS	\$0.00		\$0.00
30" (VA) & 20" (ABC) WITH RACEWAY WITHOUT RACEWAY		\$0.00		\$0.00
24" (VA) & 16" (ABC) WITH RACEWAY WITHOUT RACEWAY		\$0.00		\$0.00
Line Item (C): EXTERIOR LIQUORS & WINES 24"	S INDIVIDUAL LETTER LED SIGN	\$0.00		\$0.00
20"		\$0.00		\$0.00
16"		\$0.00		\$0.00
Lint Item(D): EXTERIOR ABC INDIVIDUAL LE	ETTER LED SIGN	\$0.00		\$0.00
Line Item (E): INTERIOR ABC LOGO		\$0.00		\$0.00
Line Item (F): REMOVAL AND DISPOSAL FE	E	\$0.00		\$0.00
	TOTAL			\$0.00
SPECIALITY SIGN SIZE: PRICE: DESCRIPTION:				
CONTRACTOR SIGNATURE (Verifying receipt DATE:			<u> </u>	

- PMS complete & send to Contractor
 Contractor verifies receipt of order & confirms delivery date & return to PMS.
 PMS forward copy to Purchasing Contract Officer & keep one with PMS file.
 Copy to A/P with invoice after receipt of goods.

